



**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

4. Administrative Control of Donated Resources. Except for the allowable Donor restrictions contained in paragraph 5 of this agreement, all Donated Resources contributed to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency.

5. Donor's Restrictions - The Donor restricts the use of Donated Resources as follows:

Type of Service: \_\_\_\_\_

Service Contract Title: \_\_\_\_\_

Service Contract #: \_\_\_\_\_

6. Provider Agency's Obligations. In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 5 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provision of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the Annex(es) of the service contract specified in paragraph 5 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

7. Donor's Obligation. It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 3 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 3 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.
8. Indemnification. The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.
9. Audit. The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government. The Donor understands that it is its responsibility to maintain sufficient documentation to support the Donated Resources.
10. Entire Agreement. This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**PRIVATE DONOR AGREEMENT**

**SIGNATURE PAGE**

BY: \_\_\_\_\_  
Signature of Donor's Authorized  
Representative

BY: \_\_\_\_\_  
Signature of Provider Agency's  
Authorized Representative

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DONOR: \_\_\_\_\_

PROVIDER AGENCY: \_\_\_\_\_

DONOR ADDRESS: \_\_\_\_\_

PROVIDER AGENCY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

DONOR AGREEMENT # \_\_\_\_\_